

Request for Proposal

Construction Management for Bellevue Pump Station Upgrade

RFP No. P00016P06

September 2006

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KING COUNTY
REQUEST FOR PROPOSALS ADVERTISEMENT

King County is requesting Proposal Submittals from qualified firms interested in providing construction management services for the Bellevue Pump Station Upgrade Project.

The Request for Proposals, all addenda and current document holder's list are available on the internet at www.metrokc.gov/procurement/rfp_rfq_itb/new_consus.aspx. The County will no longer mail, ship or fax RFPs and addenda.

Interested firms *must* register with the County at time of download and ensure that a valid contact email address is given. Notification of addenda will be sent to the registered email address. Failure to register will result in the proposer not being notified of any addenda, which may result in rejection of the proposal as non-responsive.

The estimated value of this contract is \$400,000 to \$700,000. The County plans to issue one contract.

Contract Title:	Construction Management for Bellevue Pump Station Upgrade
Number:	P00016P06
Proposals due:	October 17, 2006
Time:	5:00 p.m.
Pre-proposal Meeting:	October 3, 2006
Time:	10:30 a.m.
Location:	Education Center, Brightwater Project Office, 22509 State Route 9 SE, Woodinville, WA 98072

Any firm failing to submit information in accordance with the procedures set forth in the Request for Proposal may not be considered responsive and may therefore be subject to disqualification by King County.

SUMMARY OF WORK: The selected proposer will provide construction management (CM) services for the Bellevue Pump Station Upgrade construction project, including administrative services, project control engineering services, and as-needed construction inspection and specialty construction inspection.

SUBCONSULTANT OPPORTUNITIES: Provided for informational purposes only, following are subconsulting opportunities that may be available on this Contract:

Inspection, Administration, Scheduling, Cost Estimating.

CONTRACTING OPPORTUNITIES PROGRAM: The King County Contracting Opportunities Program is a public contracting assistance program intended to maximize the participation of Small Economically Disadvantaged Businesses (SEDBs) through the use of voluntary participation goals and awarding proposal evaluation points as an incentive factor in the award of King County contracts for Architectural and Engineering (A&E) and Professional services. The SEDB goal for this Project is:

SEDB Goal	5%
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Refer to the Non-discrimination and Affirmative Action Section of the Request for Proposals for full discussion of the application of the non-discrimination and affirmative action provisions to subconsulting opportunities, as well as other non-discrimination and affirmative action requirements with which the Consultant shall comply.

QUESTIONS: Questions concerning this solicitation should be directed to **Gib Myers, Contract Specialist** at **206-684-2024**, TTY Relay: 711. The Proposer may be requested to submit the question in writing. No verbal answers by County personnel will be binding on the County.

This information is available in alternate formats for individuals with disabilities upon advance request by calling 206-684-1327, TTY Relay: 711.

REQUEST FOR PROPOSALS
Construction Management for Bellevue Pump Station Upgrade
RFP NO. P00016P06

I. INTRODUCTION

- A. This Request for Proposals ("RFP") contains the information necessary to understand the consultant selection process and identifies the documentation a Proposer must submit. After reviewing this RFP, any firm that determines it has the necessary expertise and experience and could successfully perform the required services may submit its Submittal, addressing the items set forth herein. A general overview of the selection process is as follows:
1. Proposers shall provide the Submittal to King County no later than **5:00 p.m., October 17, 2006**, after which time they will be reviewed and evaluated. The Submittal shall be sent to:

Gib Myers, Contract Specialist
King County Finance and Business Operations Division
Procurement & Contract Services Section (M/S EXC-ES-0825)
8th Floor, Exchange Building
821 Second Avenue
Seattle, Washington 98104.
 2. King County may, at its option, contact a Proposer and during a telephone conference ask clarifying questions concerning the Proposer's Submittal.
 3. At the County's option, the County may conduct Interviews from Proposers qualifying as finalists.
- B. King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts valued at \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms are available online at: <http://www.metrokc.gov/procurement/forms/eb.aspx>
- C. The purpose of this RFP is to obtain a qualified consultant or consultants to provide construction management (CM) services for the Bellevue Pump Station Upgrade construction project, including administrative services, project control engineering services, and as-needed construction inspection and specialty construction inspection. The County estimates the potential value of the contract to be \$400,000 to \$700,000.
- D. Organizational Conflicts of Interest. An organizational conflict of interest is a situation in which, because of other activities, relationships, or contracts, a consultant is unable, or potentially unable, to render impartial assistance or advice to the County; a consultant's objectivity in performing the contract work is or might be otherwise impaired; or a consultant has an unfair competitive advantage. The County will evaluate future procurements related to this contract to determine if there is an organizational conflict of interest. If an organizational conflict of interest exists, the County may prohibit the

consultants, subconsultants, and/or members of the consultant team from participating in such related procurement/projects.

1. Any firm that has performed pre-design or design services will not be eligible for construction management services related to those projects because there is an organizational conflict of interest.

II. PROJECT BACKGROUND

- A. Two construction contracts will be advertised and awarded for this project, one for the force main and one for the pump station. The final design for the force main contract is scheduled to be completed in October 2006, and the final design for the pump station contract is scheduled to be completed in December 2006. The estimated construction cost for each is approximately \$6.5 million. Scopes of work for the pump station upgrade and the force main are listed below.

1. **Pump Station Upgrade.** The pump station firm capacity (largest pump off-line) is approximately 11.03 million gallons per day (mgd), and the peak capacity (all pumps on-line) is approximately 13.6 mgd. Pump Station Upgrade construction will consist of the following improvements:
 - a. Increase storage volume immediately upstream of the wet well through replacement of the influent pipe on the pump station site with either an oversized pipe or concrete channel structure.
 - b. The existing pump building below-grade structure (wet well, pump and motor rooms, stairs) will remain.
 - c. Expand the Pump Building to provide new electrical room, generator room, and generator suction and discharge ventilation sound attenuators.
 - d. Build new building housing chemical (Bioxide) injection equipment, chemical storage tank, and emergency shower and eyewash facilities.
 - e. Demolish the existing generator building.
 - f. Install double-walled underground diesel storage tank with leak detection.
 - g. Install on-site single stage carbon scrubber (horizontal flow vertical bed) with stairs and grating to access top of scrubber, and sample ports and access ways as generally shown in the County's Odor Control Design Standard.
 - h. Install three new screw centrifugal (Wemco Hidrostal) raw sewage pumps with immersible dry pit motors in the existing pump room.
 - i. Install 18-pulse variable frequency drives using County's existing pre-selection contract.
 - j. Install new electrical service and switchgear, motor control center, and electrical system using County's existing pre-selection contract and standard equipment.
 - k. Replace control system using County's standard equipment.
 - l. Remove Pepcon odor scrubber.
 - m. Install new ventilation for Pump Building, new building housing chemical equipment, and for odor scrubber. Ventilation design will be based on codes and new loads and be compatible with new odor control scrubber.

- n. Install chemical (Bioxide) injection system into wet well
 - o. Add seismic zone improvements to equipment supports and pump building superstructure.
 - p. Replace hydraulic, water and air systems.
 - q. Modify landscaping and irrigation (detailed irrigation design by Contractor).
 - r. Install temporary bypass pumping system.
2. **New Force Main.** Force Main construction will consist of the following:
- a. Construct a new approximately 5300-foot long, 24-inch and 28-inch diameter force main from the Bellevue Pump Station to the East Side Interceptor (ESI).
 - (1) Double reach horizontal directional drill (HDD) to provide crossing under Bellevue High School and I-405.
 - (2) Open-cut installation of force main on SE 6th Street (over Sturtevant Creek) and on Lake Hills Connector to the ESI connection point at the Wilburton Siphon.
- B. This CM services contract scope includes: project control engineering services, including schedule analysis, estimating, construction submittals review coordination, change order administration, and other administrative services related to management of the construction contract, construction inspection, and specialty construction inspection. **Please note** that project control functions will be included in this contract but not all inspection services will be needed, as some inspection will be performed by KC staff. The Project Representative will be provided by King County and King County will administer the construction contracts. Special Inspection and Owner testing will be done by a testing laboratory under a separate contract.

C. General Information

1. Compliance with Legal Requirements.
 - a. The procurement of these consultant services will be in accordance with applicable King County, federal, state and local laws, regulations and procedures. King County reserves the right to reject any and all Submittals received. Any Proposer failing to submit information in accordance with the procedures set forth herein may not be considered responsive and may therefore be subject to disqualification by King County.
 - b. In accordance with the provisions of this RFP, King County will evaluate the Submittals. The final selection, if any, will be that Consultant which, in the opinion of the County, best meets the requirements set forth in the RFP and is determined to be the most highly qualified.
2. Clear & Concise Submittal. King County requires that Submittals be concise and clearly written, containing only essential information. Proposers are discouraged from submitting lengthy Submittals, and are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials whenever practical.
3. Costs borne by Proposers. All costs incurred in the preparation of a Submittal and participation in this RFP and negotiation process shall be borne by the proposing firms.

4. Public Disclosure. Once in the County's possession, Submittals shall become property of King County and considered public documents under applicable Washington State laws. All documentation provided to the County may be subject to disclosure in accordance with Washington State public disclosure laws.

D. Protests and Appeals

1. Time to file a Protest.
 - a. Any prospective Proposer may file a protest challenging the requirements identified in the RFP provided such protest is received no later than **ten** (10) calendar days prior to the date established for responding to this solicitation.
 - b. A financially interested proposer may file a protest based on evaluation of Submittals provided such protest is received no later than five (5) calendar days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based.
 - c. In no event shall a protest be considered if all Submittals are rejected or after execution of this contract.
2. Form of Protest. A protest shall be in writing and addressed to: King County, Exchange Building, 821 Second Avenue, Seattle, Washington 98104, Attention: Manager, Procurement & Contract Services Section - M.S. EXC-ES-0825, Proposal Protest. A copy of the protest shall be provided to the contract specialist. The protest shall include the following:
 - a. The name, address and telephone number of the party protesting or their representative;
 - b. The RFP number and contract title under which the protest is submitted;
 - c. A detailed description of the specific grounds for protest and any supporting documentation; and
 - d. The specific ruling or relief requested.
3. Determination of Protest. Upon receipt of a timely written protest, the Manager of the Procurement & Contract Services Section ("Manager") shall investigate the protest and shall prior to execution of the contract respond in writing to the protest. The Manager's decision shall be considered the final action by the County unless a financially interested party thereafter seeks reconsideration of the Manager's decision by filing a Request for Reconsideration (Appeal) with the Director of the King County Finance and Business Operations Division (Finance Director).
4. Requirements for filing an Appeal. The Appeal shall include the following information and be received by the Finance Director and Contract Specialist within two (2) calendar days of the issuance of the Manager's decision:
 - a. Name, address and telephone number of the person filing the appeal or their representative;
 - b. Copy of the Manager's decision; and
 - c. Explanation of the basis for the appeal and the ruling or relief requested.
5. Grounds for Appeal. Recognized justifications for appeal are limited to: (1) new data, unavailable at the time of the protest to the Manager; or (2) the Manager made an

error of law or regulation. New issues that could have been raised earlier will not be considered on appeal.

6. Determination of the Appeal. Upon receipt of an Appeal, the Finance Director or his/her designee shall review the request and the decision of the Manager and shall issue a final determination. The decision of the Finance Director shall constitute the final action of the County.
7. Compliance with Protest and Appeal Process. Failure to comply with these protest and appeal procedures will render a protest untimely and inadequate and may result in rejection thereof by King County.
8. Exhaustion of Administrative Remedies. As a mandatory condition precedent to initiating a lawsuit against the County, a prospective Proposer or a Proposer shall comply with the Protest and Appeal Procedures defined herein.
9. Venue. By responding to this Request for Proposals and for the convenience of the parties, the prospective Proposer or a Proposer acknowledges and agrees that a lawsuit or action related to or arising out of this procurement shall be brought in the Superior Court of King County, Washington.

E. Schedule

1. Anticipated Schedule. The selection process is anticipated to proceed as outlined below:

<u>Date</u>	<u>Selection Process</u>
09-26-06	Public Announcement for RFP
10-03-06	Pre-proposal Meeting (10:30 a.m. – Education Center, Brightwater Project Office, 22509 State Route 9 SE, Woodinville, WA 98072)
10-17-06	Submittals Due (5:00 p.m.)
11-02-06	Select Finalists
11-14-06	Interview, if necessary
11-21-06	Ranking of Finalists and Notice of Selection
11-30-06	Selected Consultant submit all Cost and Pricing Data
02-16-06	Execute Contract

2. Notification. King County will notify appropriate firms of the following actions:
 - a. Changes in the RFP;
 - b. Disqualification or rejection of a Proposer; and
 - c. Notice of Selection.
3. Addenda. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all firms still under consideration at the time the addendum is issued.
 - a. If any firm has reason to doubt whether King County is aware of the firm's interest, it is the responsibility of the firm to notify King County to be sure that addenda are received. Mail or call such notice to Gib Myers, Contract Specialist at 206-684-2024, PCSS, 8th Floor, 821 Second Avenue (M/S EXC-ES-0825), Seattle, Washington 98104.

F. Negotiations

1. At the completion of the selection process, the selected Proposer will enter into contract negotiations with King County. Negotiation of a contract will be in conformance with applicable federal, state and local laws, regulations and procedures. The negotiated cost and pricing data, once agreed to by King County and the Consultant, shall form the basis for a billing/payment provision.
2. At the beginning of negotiations the selected Proposer and County shall meet to establish a Negotiation Schedule. Negotiations shall begin with the Scope of Work (SOW) identified in the RFP and the Work Plan Level of Effort (LOE) submitted by the selected Proposer. A Project Schedule shall accompany all revisions to the SOW and LOE. The SOW, LOE and Project Schedule should be interrelated and identify tasks and subtasks by the same numbers.
3. If the County and selected Proposer cannot come to terms on LOE and SOW after three (3) revisions to the SOW and LOE, the County may discontinue negotiations and go to the next highest ranked Proposer. Failure to reach agreement after three (3) revisions demonstrates an inability to reach agreement within a reasonable timeframe.
4. The selected Proposer shall only have two (2) primary negotiators, who shall remain constant for the entire duration of the negotiation. Subconsultants or specialists shall be allowed to participate in the negotiations in limited pre-scheduled circumstances to discuss specific issues in their area of expertise, specific SOW, or to clarify the basis for the LOE.
5. Negotiation of labor rates, overhead rates and fee shall not begin until after the County has received and reviewed the Cost and Pricing Data.

G. Contract Terms and Conditions

1. A copy of the County's terms and conditions is available at http://www.metrokc.gov/procurement/rfp_rfqi_tb/new_consulting.aspx. By submitting a proposal, the Consultant represents that it has carefully read the terms and conditions and agrees to be bound by them.

H. Cost and Pricing Data

1. King County requires specific documentation of proposed cost and pricing data of the selected Proposer and/or a proposed subconsultant. This documentation shall be provided to:

Gib Myers, Contract Specialist
King County Finance & Business Operations Division
Procurement and Contract Services Section (M/S EXC-ES-0825)
8th Floor, Exchange Building
821 Second Avenue, Seattle, WA 98104
2. The selected consultant shall provide the following information within **five (5) business days** after Notice of Selection has been received. Failure to provide such information in a timely manner may result in a decision by the County to discontinue negotiations with the selected Proposer and start negotiations with the next highest ranked Proposer.

- a. **Financial Statements Including Balance Sheet And Income Statement.** Only the Prime Consultant should submit this information.
- b. **Direct Salaries.** All Firms shall submit the following information:
 - (1) List of employees, in alphabetical order (last name first), with job classification, rate of pay, and salary review date. The list shall be composed using Excel and submitted electronically to Michael.Williams2@metrokc.gov. The Excel spreadsheet shall use separate columns for each of the aforementioned items in the same order as listed.
 - (2) Company **payroll records** for the current month, and for up to six months ago if the rate has changed within that time period.
- c. **Overhead Rates.** All Firms shall provide the following information:
 - (1) Provide current audited overhead schedule, audit report, and cost detail by general ledger account.
 - (2) Provide current overhead schedule, audit report, and cost detail by general ledger account from the following entities:
 - (a) Washington State Department of Transportation (WSDOT)
 - (b) Defense Contract Audit Agency (DCAA)
 - (c) Federal Acquisition Regulation (FAR) overhead rate etc.
 - (3) Provide your lowest negotiated overhead rate on a government agency contract within the last twelve months, including the contract number and an agency contact name and current telephone number.
 - (4) Provide a listing of all personnel who will perform work on this Project whose salaries, in full or in part, are included in overhead for the current and previous year. For each person identify his or her title, classification, position in company and salary rate.
- d. **Billing Rates.** Submit only for certain qualifying small firms.
 - (1) Small firms that do not have an accounting system that identifies direct and indirect costs separately, generally use billing rates. Fully burdened billing rates, which include labor, overhead costs and profit, are allowed on a case-by-case basis for those firms that typically use this method for billing purposes.
 - (2) If there is a question as to whether your firm qualifies to use Billing Rates, please call Michael Williams, Cost Analyst, at 206-263-4624.
- e. **Other Direct Cost(s).**
 - (1) Identify all Other Direct Cost(s) (ODC) for this project and the rationale used as a basis for the costs.
 - (2) For each ODC, provide the unit price and/or rate with supporting rationale, historical data and estimating methodology used to validate it.
 - (3) Failure to identify ODC results in a presumption that there are no ODC.
- f. **Profit.** County considers both Washington DOT and FAR guidelines in establishing fair and reasonable profit. For all firms, specify the following:

- (1) Proposed profit rate;
 - (2) Rationale and justification for the proposed profit rate.
- g. **Markup on Subconsultant Costs and ODC.** In accordance with King County policy CON 7-7-1,6.2.1 (G) Consultants shall not markup subconsultant costs and ODC.

I. Consultant Disclosure

1. King County Code 3.04.120 requires that firms or individuals entering into a contract with the County with a value in excess of \$2,500 must file a disclosure statement with the Board of Ethics and the King County Executive. The selected Consultant agrees to the conditions of King County Code 3.04.120 and shall submit a Consultant Disclosure form prior to execution of the Contract. Please Note: This form is required only from the Proposer selected as the Consultant. DO NOT return this form with your Submittal.

III. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION AND ADA/504 COMPLIANCE

A. Nondiscrimination And Equal Employment Opportunity

1. **Nondiscrimination in Employment and Provision of Services.** During the performance of the Agreement, neither the Consultant nor any party subcontracting under the authority of the Agreement shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under the Agreement. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to the Agreement.
2. **Nondiscrimination in Subcontracting Practices.** During the solicitation, award and term of the Agreement, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subconsultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
3. **Compliance with Laws and Regulations.** The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, and the Restoration Act of 1987. The Consultant shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the Agreement.
4. **Small Business and Minority and Women Business Enterprises Opportunities.** King County encourages the Consultant to utilize small businesses, including Minority-owned and Women-owned Businesses Enterprises ("M/WBEs") in County contracts.

The County encourages the Consultant to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs:

- a. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
 - b. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to those firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
 - c. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.
 - d. Establishing delivery schedules, where the requirements of the Agreement permit, that encourage participation by small businesses, including M/WBEs.
 - e. Providing small businesses, including M/WBEs that express interest, with adequate and timely information about plans, specifications, and requirements of the Agreement.
 - f. Using the services of available community organizations, consulting groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
 - g. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. OMWBE may be reached at 360-753-9693.
5. Small Business and Minority and Women Business Enterprise Practices. Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:
- a. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
 - b. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
 - c. Utilizing the services of available community organizations, consulting groups, local assistance offices, local publications including newspapers which advertise contracting opportunities, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
6. Equal Employment Opportunity. The Consultant will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
7. Unfair Employment Practices. King County Code Chapter 12.18 will be incorporated by reference as if fully set forth and such requirements shall apply to the Agreement. During the performance of the Agreement, neither the Consultant nor any party

subcontracting under the authority of the Agreement shall engage in unfair employment practices. It is an unfair employment practice for any:

- a. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - b. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - c. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupational qualification;
 - d. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 - e. Employer, employment agency or a labor organization to retaliate against any person because that person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 - f. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, or based upon a bona fide occupational qualification; and/or
 - g. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - (1) The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - (2) The employer informs employees of the requirement and the consequences of violating the rule.
8. Discrimination In Contracting. King County Code Chapter 12.17 is incorporated by reference as if fully set forth herein and such requirements apply to this Agreement. During the performance of this Agreement neither Consultant nor any party subcontracting under the authority of this Agreement shall discriminate or engage in unfair contracting practices prohibited by KCC 12.17.
9. Record-Keeping Requirements and Site Visits. The Consultant shall maintain, for at least six (6) years after completion of all work under the Agreement, the following:
- a. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications

for employment, or the administration or delivery of services or any other benefits under the Agreement; and

- b. Records, including written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on the Agreement, and any other information necessary to document the actual use of and payments to subconsultants and suppliers in the Agreement, including employment records or records relating to the use of Disadvantaged Business Enterprises (DBEs).
- c. The County may at any time visit the site of the work and the Consultant's office to review the foregoing records. The Consultant shall provide every assistance requested by the County during such visits. In all other respects, the Consultant shall make the foregoing records available to the County for inspection and copying upon request. If the Agreement involves federal funds, the Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement.

B. Required Submittals

1. The County will not execute any Agreement without receipt of the following forms:
 - a. Affidavit and Certificate of Compliance with King County Code 12.16. The Consultant will implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of the Agreement and grounds for withholding payment and/or termination of the Agreement and dismissal of the Consultant.
 - b. Personnel Inventory Report.
 - c. Statement of Compliance with King County Code 12.16. The Consultant shall obtain this statement from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from which the Consultant obtains employees;
 - d. ADA/504 Disability Assurance of Compliance. The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to the Agreement) and shall evaluate its services, programs and employment practices for compliance with Section 504 and the ADA. The 504/ADA Self-Evaluation Questionnaire shall be kept on file at the Consultant's Office. The Consultant shall complete a 504/ADA Disability Assurance of Compliance. If the Consultant has previously submitted the Disability Assurance of Compliance form to the County, it is exempt from filing the Disability Assurance form for two years from date of County receipt, provided that the Consultant is in the same location. In this instance, the Consultant will attach a copy of the original signed Assurance of Compliance form affirming continued efforts to comply with Section 504 and the ADA.
2. The Consultant shall be responsible for ensuring that their subconsultants and suppliers comply with the applicable requirements of the Agreement. Any violation of the applicable requirements of the Agreement by a subconsultant will be deemed a violation by the Consultant and will subject the Consultant to sanctions and penalties allowed under the Agreement, federal and local law.
3. Assistance with the requirements of this Section and copies of Chapters 12.16 and 12.18 are available by contacting King County Business Development and Contract

Compliance at the address below. Please include the contract number in all correspondence.

King County Business Relations and Economic Development
Business Development and Contract Compliance Section
Bank of America Tower, M.S. BOA-EX-2000
701 5th AVE STE 2000
Seattle WA 98104
Phone: 206-205-0700, TTY Relay 711
Fax: 206-205-0719

C. Required Submittals During Work

1. The Consultant shall update the submittals listed below for itself and submit them to King County Business Development and Contract Compliance at the address above.
2. Upon completion of all work and as a condition precedent to final payment, the Consultant shall submit to the Business Development and Contract Compliance Section a final Affidavit of Amounts Paid identifying amounts actually paid, and any amounts owed, to each subconsulting firm and/or supplier for performance under the Agreement. Failure to submit such affidavits may result in withholding of payments or the final payment. King County will provide affidavit forms.

D. Voluntary Small Economically Disadvantaged Business Participation Goal and Contracting Opportunities Program

1. Contracting Opportunities Program. The King County Contracting Opportunities Program is a public contracting assistance program intended to maximize the participation of Small Economically Disadvantaged Businesses (SEDBs) through the use of voluntary participation goals and awarding of proposal evaluation points as an incentive factor in the award of King County contracts for Architectural and Engineering (A&E) and Professional services.
2. Definitions.
 - a. A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition that puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial conditions for eligibility under the Program are a dollar ceiling for standard business classifications set at fifty percent (50%) of the Federal Small Business Administration (SBA) and an Owners' Personal Net Worth of less than \$750,000.
 - b. A "Certified Firm" is a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Contact the BDCC Office at (206) 205-0700 for information on how to become a certified firm, or to obtain a list of Certified Firms.

3. Voluntary SEDB Participation Goal

- a. It is King County's policy that small economically disadvantaged businesses shall have the maximum practicable opportunity to participate in the performance of contracts for professional services to King County. The following percentage is the voluntary SEDB goal established for this Contract: **SEDB: 5%.**
 - b. King County may adjust the SEDB participation goal for this Contract to reflect the minimum level of SEDB participation under the following conditions:
 - (1) After issuing the Notice of Selection, and before contract award, King County determines to modify or delete a scope of work for which the Consultant has identified an SEDB to perform in its proposal.
 - (2) Subsequent amendments to this Contract expand the scope of work projected for SEDBs, or create new opportunities for other SEDBs to participate.
 - (3) During the term of the Contract, the Consultant determines that it is unable to comply with the SEDB goal. In that event, the Consultant shall make a written request to King County to reduce or modify the goal. The request shall describe the Consultant's efforts and inability to obtain SEDBs and must clearly demonstrate that SEDBs were unavailable to meet the SEDB goal. The County will evaluate the request and, if appropriate, direct the preparation of an amendment to reduce or modify the SEDB goal.
4. Determination of SEDB Eligibility. King County will count only the participation of Certified Firms towards the voluntary SEDB goal established for this contract. The County will count the proposer's identified participation as follows:
- a. For evaluation purposes, King County will count only the participation of SEDBs that are certified by King County before the date and time of proposal submittal.
 - b. The proposer's SEDB subconsultant participation shall be calculated as a percentage of the proposer's total proposal hours. For example, if a proposer's total proposal hours are 100,000 and the proposer indicates that an SEDB will do work for a total of 10,000 hours, the proposer's SEDB participation is 10%.
 - c. SEDB participation shall be counted only for SEDBs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work the SEDB has the management and technical expertise to perform using its own workforce and resources. An SEDB may further subcontract a portion of the work, provided that the majority of work (at least 51% of the subcontract amount) is actually being performed by the SEDB that has the contract.
 - d. When an SEDB performs as a prime consultant or a participant in a joint venture, King County will only count that portion of the total contract hours equal to the distinct, clearly defined portion of the work that the SEDB performs with its own forces.

E. Sanctions for Violations

1. Any violation of the mandatory requirements of the non-discrimination, equal employment, affirmative action and ADA/504 provisions shall be a material breach of contract for which the Consultant may be subject to damages, withholding of payment, and any other sanctions provided for by contract and by applicable law.

IV. INSURANCE REQUIREMENTS

- A. Prior to execution of the Agreement, the Consultant shall file with King County certificates of insurance and endorsements from their insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s); shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, and the expiration date; and shall provide that King County receives notice at least thirty (30) calendar days prior to the effective date of any policy limit or cancellation of required coverages. The Consultant shall notify the County at least thirty (30) calendar days prior to the effective date of any cancellation or reduction in coverage in the policy. During the entire Contract period the Consultant shall maintain insurance coverage at least as broad as the limits and coverage outlined in this Agreement. The Consultant shall, upon demand of King County, make available to King County at Consultant's local office in King County all such policies of insurance and the receipts of payment of premiums thereon. Failure to provide such policies of insurance within a time acceptable to King County shall entitle King County to suspend or terminate the Consultant's work hereunder. Suspension or termination of this Agreement shall not relieve the Consultant from its insurance obligation hereunder.
- B. The Consultant shall obtain and maintain at a minimum the limits of insurance set forth below. By requiring such minimum insurance, King County shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- C. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions, when required, is acceptable on a "claims made" form.
- D. If coverage is approved and purchased on a "claims made" basis, the Consultant shall continue coverage either through (1) policy renewals for not less than three years from the date of completion of the work which is the subject of this Agreement or (2) the purchase of an extended discovery period for not less than three years from the date of completion of the work which is the subject of this Agreement, if such extended coverage is available.
- E. If in order to meet the insurance requirements the Consultant must rely on insurance provided by one or more subconsultants, then such subconsultant(s) shall be required to meet all of the requirements herein applicable to the insurance they are providing, and shall include County and Consultant as additional insureds on all liability policies except Professional Liability/Errors & Omissions and Workers Compensation. The County will not make any payments on work performed by subconsultants until all insurance documentation from such subconsultants has been received and accepted by the County.
- F. Provided the affected insurance policies permit the following waiver without voiding coverage, Consultant and County waive all rights against each other to subrogation for damages covered by property insurance.
- G. The Consultant shall maintain limits no less than the following:
 - 1. **General Liability. \$1,000,000** combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a

\$2,000,000 aggregate limit. Coverage shall be at least as broad as Insurance Services Office form number (CG 00 01) covering **COMMERCIAL GENERAL LIABILITY**.

2. **Professional Liability Errors and Omissions. \$1,000,000** per claim and in the aggregate.
 3. **Automobile Liability. \$1,000,000** combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number (CA 00 01) covering **BUSINESS AUTO COVERAGE**, symbol 1 “any auto”; or the combination of symbols 2, 8, and 9. If the work involves the transport of pollutants (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent), MCS 90, or auto pollution coverage.
 4. **Workers’ Compensation. Statutory requirements of the State of residency.** Coverage shall be at least as broad as Workers’ Compensation coverage required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or “other States” State Law.
 5. **Employer’s Liability or “Stop Gap”.** Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the general liability policy.
- H. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant’s liability to the County and shall be the sole responsibility of the Consultant.
- I. The insurance policies required shall contain, or be endorsed to contain, the following provisions:
1. **Liability Policies except Professional Liability & Errors and Omissions and Workers Compensation:**
 - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement.
 - b. To the extent of the Consultant’s negligence, the Consultant’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Consultant’s insurance or benefit the Consultant in any way.
 - c. The Consultant’s insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer’s liability.
 - d. The Consultant’s Protection and Indemnity (to include Jones Act) policy shall waive rights of subrogation against the County.
- J. Unless otherwise approved by the County, Insurance is to be placed with insurers with a Best’s rating of no less than A:VIII, or, if not rated with Best’s, with minimum surpluses the equivalent of Best’s surplus size VIII.

- K. Professional Liability, Errors and Omissions insurance may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved in writing by the County.
- L. If at any time any of the foregoing policies fails to meet the minimum standards above, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

V. EVALUATION AND SELECTION CRITERIA

- A. All Submittals will be evaluated by a Consultant Selection Panel ("Panel"), which will be responsible for ranking of the Proposers. The criteria outlined below will be used in evaluating the Submittals and determining the most qualified Proposer. A total of 100 points (excluding a potential interview) has been assigned to the Evaluation Criteria; maximum points follow each criterion listed. The points indicate the relative weight or importance given to each criterion. Evaluators will use the points to score each proposal. Each evaluator will put the scores in rank order, with the highest scored proposer 1st, the second-highest scored proposer 2nd, etc. This ranking will then be totaled. From the ranking, the County intends to select the most qualified Proposer and begin negotiations.
- B. The County may determine that the ranking is close and an interview with the top ranked firms is necessary. Interviews will have a maximum of 50 points. The number of Proposers to participate in interviews, if any, will be determined by the County based on the recommendation of the evaluation. The County may choose to use different criteria for the interview, in which case the finalists will be so notified in writing. The interview process may not include a Consultant presentation and the Consultants will not be given questions to prepare for in advance of the interview. At County's option, interviews may be held if Consultant teams are closely ranked.

VI. DOCUMENTATION

- A. The prime Proposer shall submit **one (1) original unbound** Submittal and **four (4) bound copies** of the Submittal. The Submittal should be provided in a box or envelope and the RFP Title and RFP Number shall be clearly printed on the outside of the box or envelope.
- B. Submittal Format Requirements. The Submittal shall comply with the following format requirements:
 - 1. The original and copies of the Submittal shall be indexed with tabs for each section.
 - 2. Submittal shall be limited to a maximum of ten **(10)** pages, including:
 - a. Index;
 - b. Letter of Interest;
 - c. Statement of Qualification Certification;
 - d. Project Examples;
 - e. the Proposal;
 - f. Attachment 3, Work Plan/LOE & Project Schedule;
 - g. All charts, tables, graphics, attachments, and pictures.
 - 3. The **only** documentation not included in the page count is as follows: Resumes.

4. Submittals that exceed the page limit shall be rejected. However, in limited circumstances the County may waive minor informalities or irregularities provided that the County determines there is no competitive advantage gained as a result of such action. If rejecting proposals that exceed the page count results in only two (2) conforming proposals, the County at its sole discretion will remove pages to bring the non-conforming proposals within the page count limit.
 5. Resumes shall not exceed a maximum of two (2) pages. Resumes that exceed the page limit will be removed, in total, from the Submittal and shall not be reviewed or considered during the evaluation.
 6. A “page” shall be defined as one single-sided piece of paper that has words, charts, tables, pictures, or graphics.
 7. Tabs that are used to subdivide and organize the Submittal shall not be considered a page provided the tab has no substantive text or diagrams in the body of the page and text is limited to the tab portion.
 8. Submittal shall be prepared on 8 1/2” by 11” paper except Attachment 3 – Work Plan/LOE and Project Schedule, which may be on 11” x 17” paper.
- C. The Submittal shall consist of the following parts:
1. **Letter of Interest.** The Letter of Interest shall contain the following information:
 - a. RFP Title and Number;
 - b. Proposer’s name, mailing address, contact person, telephone and fax numbers; and
 - c. Complete list of proposed subconsultants, if any, with their address, contact person and telephone and fax numbers.
 2. **Statement of Qualifications Certification.** An authorized representative of the Proposer shall sign the Certification found in Attachment 2. Special Note: The County has different certifications depending on the requirements of the procurement. Please be certain to use the Certification attached to this RFP.
 3. **Attachment 5 Non-Discrimination and Other Forms.** If there are forms identified in Attachment 5, complete and return those forms with the Submittal.
 4. **Proposal.** The Proposal shall address the evaluation criteria and submittal information identified in Section VIII. Evaluation Criteria and Submittal Information. The Proposal shall be presented in a clear, comprehensive and concise manner and shall be submitted in a complete package on behalf of the proposed team by the prime Proposer.

VII. EVALUATION CRITERIA AND SUBMITTAL INFORMATION

A. Specialized Experience and Technical Competence 35 Points

1. The County will evaluate the experience, technical competence and qualifications of the Project Team, their project specific roles and responsibilities, and overall organization of the Team. Proposers are encouraged to propose whatever staff configuration makes best use of the qualifications of the individuals and meets the needs of the project as described in Attachment 1, Scope of Work. Emphasis will be placed on team members’ recent experience and expertise performing construction management and related services for projects that are similar in size, scope, and

complexity to this Project. Similar in size, scope and complexity is defined as projects with the following elements:

- a. Construction of wastewater or water treatment facilities or industrial process facilities with similar capacity.
 - b. Over \$5 million of construction cost;
 - c. Environmental and permit constraints, including odor control and noise constraints;
 - d. Coordination with the community, business owners, permitting agencies, and other contractors working concurrently on related projects;
 - e. Preparation and maintenance of project schedule;
 - f. Claims assistance;
 - g. System integration and start-up; and
 - h. Independent technical review of contractor- proposed design modifications and independent estimating of engineering and construction costs for proposed design modifications.
2. Continuity of service throughout the project is strongly preferred, particularly for the project manager and project control engineer. Proposals should demonstrate the team's ability to dedicate core staff to providing services on site. The consultant may be requested to provide a field office near the project site for consultant and County staff for the duration of the force main and pump station contracts. The field office shall have space for a conference room for weekly progress meetings with the contractors and others; and for maintaining project files.
 3. Also valued will be the team's ability to draw upon the services of available technical experts in a wide variety of disciplines on the project team, which includes the design consultant, County staff, and the Consultant's proposed project team, quickly and as needed to evaluate design change alternatives, respond to permitting issues, troubleshoot during startup of the facility, train operations staff, and address other issues that may arise during the construction.
 4. Preferred staff qualifications are as follows. The evaluation will consider the degree to which the experience and expertise of proposed core staff in aggregate meet the qualifications described below.
 - (1) Project Manager. For the Project Manager, previous projects should demonstrate experience managing similar projects, including those that require providing technical input on complex process/mechanical, instrumentation and control, and/or electrical systems while providing excellent customer service in dealing with contract issues, monitoring and managing task budgets, managing subconsultants and changes to scope, and communicating and coordinating with the team and the Owner. Preference shall be given to project managers who have experience managing projects with construction costs of \$5 million or more.
 - (2) Project Control Engineer (PCE). Preference shall be given to a proposed PCE that has experience in assessing the financial impacts of construction contracts with estimated construction costs of at least \$5 million. The projects must demonstrate that the proposed PCE was responsible for: reporting on budget and schedule; communicating with project team members; preparing

construction and engineering cost estimates; logging-in and tracking of Requests for Information, Change Proposals and other communications; document control; recommending construction and engineering budget revisions; preparing monthly construction cost and cash flow reports; and tracking change order costs.

- (3) Field Inspectors. Staff should have a minimum of five (5) years experience performing construction inspection for compliance with wastewater treatment processes, mechanical, electrical, civil/structural, geotechnical, and instrumentation and control systems. Appropriate certification in the relevant discipline is preferred. Preference will be given to mechanical and electrical inspection staff with significant and relevant training in mechanical and electrical disciplines.
- (4) Other Personnel. As required to perform the Scope of Work in Attachment 1, all team personnel should have experience working in positions with responsibilities similar to those for which they are proposed. In particular, proposals should identify specialized resources for the following disciplines:
 - (a) Schedule analysis;
 - (b) Claims assistance;
 - (c) Cost Estimating and cost analysis;
 - (d) HDD construction inspection.

5. Submittal Information:

- a. Organization Chart. Provide a project organization chart with the proposed Project Team, including all team members, identified by name, title, firm, and project responsibilities.
- b. Resumes. Provide resumes for all Personnel, in alphabetical order by the last name. For field inspectors, provide a minimum of two resumes for each relevant discipline. Resumes shall, at a minimum, include the following information:
 - (1) Name of person & title.
 - (2) Firm name & number of years employed by Firm.
 - (3) Number of years of experience in profession.
 - (4) Education (college degree & year).
 - (5) Professional registrations and licenses (type/state/year).
 - (6) Role of the individual on the Project.
 - (7) Previous employment (firm, location, title, dates).
 - (8) List of project experience, including description of the individual's role and project responsibilities that demonstrate experience similar to that for which they are proposed on this team. Include the following information for each project:
 - (a) Name of the project, completion date, Owner's name and telephone number, and name and telephone number of the Owner's project manager or other person who can verify the individual's roles and

responsibilities on the project. The Proposer is responsible for ensuring that the contact information is correct.

- (b) Indicate how each project demonstrates the individual's experience specified above in A.1.a.-1.h., as appropriate to their position.
- c. Narrative. In a short narrative, highlight the project team members' relevant experience and technical competence in their disciplinary specialties.

B. Work Plan/Level of Effort (LOE) & Project Schedule

30 Points

1. The County will evaluate the proposed Work Plan/Level of Effort (LOE) and Project Schedule to determine the Proposer's understanding of the scope of work, allocation of skilled personnel to specified tasks, appropriate utilization of subconsultants, and overall project approach. Separate LOEs shall be prepared for both the Force Main and Pump Station Construction Contracts.
 - a. The Work Plan/LOE is an opportunity for the Proposer to demonstrate its understanding of scope and staffing levels necessary to manage this construction, as well as to propose ideas for the Project and changes to the scope of work that the Proposer believes will benefit the Project. Tasks may be added or deleted as the Proposer thinks appropriate.
 - b. The Work Plan/LOE is also an opportunity to demonstrate appropriate division of work to promote participation of M/WBE firms in this project. Be certain to consider balancing the division of work between an appropriate number of individuals and firms by promoting and providing subcontracting opportunities.
 - c. Project control and office administration functions will be provided by the consultant on this contract but some amount of inspection, as yet undetermined, will be performed by KC staff. Actual inspection services to be provided by the consultant will be determined during contract negotiation.
2. Submittal Information:
 - a. Work Plan/LOE. Based on the Scope of work established in the RFP, submit a Work Plan/LOE by discipline for each task and subtask identified on Attachment 3.
 - (1) Be certain to identify the names of the personnel associated with each discipline.
 - (2) Proposers may modify the Work Plan/LOE to propose or remove scope elements according to their understanding of the critical elements of this project. If your Work Plan/LOE includes additional scope or removes any scope of work, identify the added or removed scope and explain your reasoning for the changes in the narrative requested below.
 - (3) Submit one Work Plan/LOE only. If you include an alternative Work Plan/LOE with your proposal it will be removed prior to evaluation.
 - (4) The Work Plan/LOE shall be on 11" x 17" paper and shall be in the same format as the Work Plan/LOE shown in Attachment 3. Proposers must use the electronic version of the Work Plan/LOE to generate the hard copy. The electronic file link is located on the County's website immediately below the RFP document file link. If you are not able to download the electronic version

please contact Gib Myers, Contract Specialist at 206-684-2024, TTY Relay: 711.

- b. Project Schedule. Submit a proposed Project Schedule at the task level consistent with the RFP Scope of Work and the Proposer's Work Plan/LOE.
 - (1) The proposed Project Schedule should identify task durations, predecessors, constraints, linkages, deliverables, County review, review by others, milestones, completion dates, and other critical dates.
 - (2) The Project Schedule shall be on a one (1) page table on 11" x 17" paper. An example Project Schedule can be found in Attachment 3 of this RFP.
- c. Narrative. Discuss in a narrative any elements of the Work Plan/LOE and Project Schedule for which you wish to provide clarification or emphasis, including any proposed changes to the scope.

C. Record of Past Performance and Project Examples

15 Points

- 1. The County will evaluate the project team's record of performance on construction management and engineering services contracts with government agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, and other managerial considerations.
- 2. The County will evaluate the Project Examples with respect to the Proposer's experience with similar projects and the amount of involvement the Project Team members had with the Project Examples. The Project Examples should demonstrate the Project Team member's experience providing construction management services in their respective disciplines on one or more completed projects similar in size, scope and complexity to this Project (as defined under Criterion VIII.A.1. above).
- 3. Submittal Information:
 - a. Provide a brief narrative description of the team's record of performance on past construction management services projects. Discuss such factors as control of costs, quality of work, and ability to meet schedules.
 - b. Submit a maximum of five (5) Project Examples, including at least three (3) for which construction is completed and the facility is in full operation. The Project Examples should demonstrate the project team members' experience providing construction management services in their respective disciplines on one or more completed projects similar in size and complexity to this Project.
 - (1) For each Project Example, identify the personnel included on the team proposed for this project. For each Project Example, identify the project name and location, the owner's name and current telephone number, and the name and telephone number of the owner's project manager or other person who can verify the information on the submitted project example. The Proposer is responsible for ensuring that the contact information is correct.
 - (2) For each Project Example, provide project cost data, including the Proposer's contract value, the Proposer's start and end dates, and the construction contract price both at time of award and time of completion.
 - (3) For each Project Example, specify the proposer's role as a prime consultant, subconsultant, or other. Provide the names and title of firms' project

personnel on the project with a description of their project responsibility and place an asterisk (*) by the name of each person who will be assigned to this project.

- (4) Each Project Example shall include a narrative highlighting the work activities and accomplishments of the proposer and the project personnel who are proposed to work on this Project.

D. Cost

10 Points

1. The County shall evaluate cost in terms of reasonableness, appropriate salary structure for each position, and proposed overhead and profit rates.
2. Submittal Information:
 - a. Work Plan/LOE. Based upon the Scope of Work, Attachment 1, complete the cost information in Attachment 3, Work Plan/LOE. Be certain to include individual labor rates, overhead rate(s) and profit rate(s). The cost proposal should include costs for all firms included on your team.
 - b. Narrative. In a separate narrative, provide any assumptions you made in preparing your cost proposal that may not be apparent from the Example Work Plan/LOE alone.
 - c. Other Charges. Identify any additional charges you propose to use, such as Associated Project Costs (APCs), Project Equipment and Computer-related (PEC) charges, and any similar charges. If any firms on the proposed team use both office and field overhead rates, provide both in your narrative, but use the field overhead rate in determining proposed cost. Do not include Other Direct Costs (ODCs).

E. Utilization of SEDB Firms

10 Points

1. The County will evaluate:
 - a. The percentage of participation of SEDB firms. The percentage of participation will be evaluated on a sliding scale. Proposers that meet the **5% SEDB goal** will be eligible to receive the maximum point allocation for this sub-criterion.
 - b. The Prime's outreach program and participation by SEDB firms in the overall workload of the Prime (work on non-County projects).
2. Submittal Information:
 - a. The percentage of participation of SEDB firms for this contract. Include the firm's name and work discipline to be performed on this Project.
 - b. Discuss the Prime's outreach program. For example, describe activities the Prime takes to locate SEDB firms and to evaluate the opportunities available to work with SEDB firms on this contract.

F. Interviews – 50 Points possible

1. The County may or may not conduct interviews. If the County determines that interviews are necessary, the County will conduct interviews with the short listed Proposers (finalists).
2. Proposers will be notified in writing of the request and provided the date, place, and time of the interview. The interview process may not include a Consultant

presentation and the Consultants will not be given questions to prepare for in advance of the interview. The County may choose to use different criteria for the interview, in which case the Finalists will be so notified in writing.

3. Failure to participate in the interview process shall result in a Proposer's disqualification from further consideration.

* * * * *

ATTACHMENT 1 - SCOPE OF WORK

ATTACHMENT 1 - SCOPE OF WORK

RFP NO. P00016P06

CONSTRUCTION MANAGEMENT FOR BELLEVUE PUMP STATION UPGRADE

SCOPE OF WORK

Task 100: Project Management

The Consultant shall manage the work under this contract to include CM activities as described in this scope of work, including consultant staff and subconsultants, and shall keep the County advised on all aspects of work performed under this contract. The Proposer may combine the project management function with construction management services or field inspection on site at the Proposer's discretion.

101 Project Management Plan

Prepare a Project Management Plan that shows the CM's organization including County staff and design consultants (Jacobs Civil Inc.), identifies key staff and their roles and responsibilities, documents contract deliverables and their scheduled completion dates, delineates the process for Quality Control and Quality Assurance and describes management, cost control, cash flow, schedule tracking and invoice procedures, documentation, filing, project communication and reporting procedures. Project Management Plan shall be updated quarterly. The Project Management Plan shall address the Force Main and Pump Station Upgrade contracts separately.

Some information from this plan will be used also in preparing the Construction Management Plan under Task 200.

Potential Deliverables:

- Draft & Final Project Management Plan.
- Semi annual updates of Project Management Plan.

102 Monthly Progress Reporting

Submit monthly progress reports. Each report shall include:

- Outline of work completed during the period.
- Work scheduled for the next period.
- Issues which need to be decided to maintain schedule.
- Review of schedule progress vs. actual progress.
- Review of planned budget vs. actual expenditure, hours and dollars.
- Identification of critical issues and proposed means to address.

Potential Deliverables:

- 24 Monthly Progress Reports (one copy each).

103 Construction Management (CM) Team Meetings

Attend the Contract weekly progress meetings (assume two hours per meeting) during the period of active construction with County staff, and identified team members for the purpose of reviewing project status, construction issues, and other issues that need to be resolved. CM team meeting attendees shall include the Project Manager, project control, inspectors, and may include subconsultants.

Potential Deliverables:

- None

104 Safety Program

Develop a Health and Safety Program for consultant staff. Review and revise as necessary.

Conduct a periodic orientation program for all consultant staff working in the field office.

Maintain records of all safety training for consultant staff. Ensure that all subconsultants follow CM's Safety plan, and provide training as appropriate.

Potential Deliverables:

- Project office Health and Safety Program (2 copies).
- Safety training records (upon request).

105 Quality Assurance

Develop and implement a quality assurance (QA) program for the services performed under this scope of work.

Potential Deliverables:

- Quality Assurance Plan, draft and final.
- Quarterly QA reports and audits in accordance with the QA plan.

Task 200: Construction Management Plan

As requested by King County, the consultant shall review construction contract documents, King County Wastewater Treatment Division's (WTD's) Construction Management Procedures Manual, and other documents provided by the County. Prepare a Plan for the work based on this review that is acceptable to the County and that addresses the following:

- Project Description and Background.
- CM Consultant Staff and King County CM Staff Roles and Responsibilities.
- Project specific addendum to WTD Construction Management Manual which includes project specific report forms and templates for monitoring performance of Construction Contractor, Supply Contractor and design engineer.
- Organization chart.
- Narrative Description of Staffing Plan.
- Notification and other Procedures.
- Inspection plans.
- Itemization of needs for independent and specialized testing services (special inspection, offsite inspection, etc.).
- Documentation Standards.
- Communication Protocol including Contact Lists.
- Quality Control Plan.
- Standard Forms.

Potential Deliverables:

- Draft & Final Construction Management Plan.
- Semi annual updates of Construction Management Plan.

Task 300: Project Controls – Scheduling

The Consultant shall critically review the contractor's schedule and sub schedules using Primavera (P3) scheduling software.

Assume one schedule reviewer 1/4 time for the first two months refining the baseline schedule and 16 hours per month for the initial year and 10 hours per month after that.

301 Baseline Schedule Review

Provide an initial construction schedule submittal analysis report (assume include one review of initial schedule and review of up to three revisions of that schedule)

Review the contractor's baseline schedule and the schedule for the supply contract, prepare a draft and final report summarizing potential issues or problems, and recommend solutions to those problems. The review shall include consideration, at a minimum, of the following:

- Contractor's schedule shows sequence of work for the entire project.
- Contractor's schedule is consistent with requirements of the contract documents.
- Detail of contractor's schedule is adequate to anticipate and integrate King County startup and other operator interface points.
- Contractor's schedule is consistent with the schedule for the supply contract.
- Critical path conflicts, delays, and issues.
- Recommendations for baseline schedule.

Schedule reviewer shall prepare for and attend up to three (3) 2-hour meetings with King County and other consultants to discuss scheduling analysis and issues.

Potential Deliverables:

- Initial construction schedule submittal analysis report, including review of three (3) revisions.
- Draft and final schedule analysis report.
- Draft and final list of potential issues for construction and recommendations for meeting discussions.

302 As-Built Schedule & Progress Payments Reviews

Maintain a detailed as-built construction schedule, updated monthly based upon site inspection, inspection reports, and review of Contractor monthly schedule update.

Compare CM's monthly as-built schedule with Contractor's stated progress on monthly progress payment requests, double-checking information with inspection staff, in order to evaluate Contractor's schedule updates. Provide written comments to King County on results of comparison, including any discrepancies between as-built schedule and Contractor's schedule.

Review each Contractor's monthly construction schedule update (Progress Payment schedule submittals) and challenge or validate stated progress. Provide any necessary comments or recommendations or identification of significant issues based upon that review.

Prepare a schedule update to include in the monthly status report. Notify King County and provide written corrections if there are schedule inaccuracies or potential schedule problems. Provide recommendations to resolve any problems.

Potential Deliverables:

- Monthly report on the Contractor's monthly construction update schedule, including any schedule inaccuracies or potential schedule problems.
- Maintain as-built schedule, updated at least monthly.
- Monthly as-built schedule update covering, at a minimum, actual status, identification of schedule issues and recommended actions.

303 Integrated Master Project Schedule

As requested by King County, The Consultant shall create and maintain a detailed master project schedule that includes activities that need to be performed by King County, the supply contractor, and/or other agencies. Include linkages with the construction contractor's activities. Examples of activities to be included are:

- plant staff vacating and re-occupying areas to be impacted by construction.
- supply contractor's testing.
- independent testing.
- interactions with permitting agencies and regulators.
- community outreach activities.
- plant staff training activities.

Potential Deliverables:

- Master schedule.
- Master schedule updates, as needed but at least quarterly.

Task 400: Project Controls – Cost Control and Cost Estimating

The Consultant shall provide full time project control engineering services on-site.

The Consultant shall perform cost control and cost estimating services, including:

- Review of Contractor's Schedule of Values and report to County on whether or not the Schedule of Values is consistent with requirements of the contract documents.
- Project Control Engineer shall prepare for and attend up to two (2) 2-hour meetings with King County and other consultants to discuss Schedule of Values analysis and issues.
- Provide estimates for changed conditions change requests and other contractor claims.
- Provide estimates for technical alternatives analysis, as requested, for proposed changes. Work under this task must be requested in writing by King County prior to proceeding with any work.
- Prepare quarterly budget and cash flow projections for the project.
- Prepare monthly status report with narrative, schedule and reflect current expenditures and any budget concerns or issues.

Cost estimates shall be prepared in CSI format in tabular form, consisting of the item, unit prices, quantities, extended costs, assumptions and other pertinent information used in preparing the cost estimate for this project. Unit prices should include contractor overhead, profit, and if appropriate, sales tax projected to the year of construction.

Potential Deliverables:

- Schedule of Values analysis report, draft and final.
- Monthly budget status report during period of active construction (assume 24 reports).
- Cost estimates for technical alternatives and claims as requested. Assume 500 hours.

- Written recommendations of construction budget revisions, as requested. Assume 80 hours.
- Quarterly budget and cash flow projections during period of active construction (24 months).

Task 500: Information Management and Document Control

501 Develop Document Management System

The Consultant shall develop procedures, manuals, systems, and related documentation to support information management and document control services that will be performed during construction. King County will provide the filing index, the change order forms, the submittal transmittal forms and the daily inspection reports. The Consultant may use the document control software of their choosing, but will not develop new forms or filing systems.

- Develop an Information Management System to include a computerized tracking system to comply with the County's filing systems, procedures, templates, distribution lists, etc.
- Develop tracking system for RFIs, submittals, correspondence, meeting minutes, change order documents, etc.
- Develop protocol for recipients (cc's) on RFIs, submittals, correspondence, meeting minutes, change order documents, etc. Submit for County review and approval.
- Develop procedures manuals and workflows to provide guidance for processing, distributing, responding to, reviewing, and filing of all document types to be used in construction.

Potential Deliverables:

- Document control procedures, templates, etc.
- Draft and final procedures manuals and workflow diagrams.

502 Document Tracking and Management

The CM shall implement, manage and maintain the Information Management System which tracks letters, submittals, transmittals, data reports, requests for information (RFIs), change order proposals, change order requests, progress payments, status reports, logs and other documents generated during the course of construction. Maintain document logs and filing to provide up to date and complete files to document construction activities.

Potential Deliverables:

- Complete an up to date document and transmittal logs, and document files.
- Weekly document control status reports.
- Files in archive-ready condition upon contract completion.

Task 600: Construction Management Administration

The Consultant shall perform all construction management administration for the construction contract, in accordance with the procedures, workflows and documentation requirements developed in the CM Manual, inspection plans, and related documents.

601 Pre-Construction Meetings

Attend one pre-construction conference with the general contractor for the Force Main and one for the Pump Station. Assume four (4) hours for each conference. Attendees may include

affected local jurisdictions, utility agencies, County operations and maintenance staff, and others who may be affected by the project.

Potential Deliverables

- Preconstruction meeting minutes.

602 Submittal Control

The Consultant shall implement, manage and maintain the Submittal Management System. This will include but not be limited to the following tasks:

- Develop, maintain and update submittal logs for the construction contracts.
- Prepare a listing of all submittals and expected dates of submittal, coordinated with the schedule for the supply contract.
- Provide written reminders to contractor whenever a submittal is overdue.
- Copy, distribute and track all submittals.
- Review selected submittals, as directed by the County, for completeness and compliance with the specifications and provide written comments and recommendations. Assume 20 submittal reviews.
- Receive and collate comments on submittals from reviews performed by others, including the design engineer or King County.

Potential Deliverables:

- Submittal list.
- Distribution and reviewer lists for submittals.
- Up to date submittal tracking logs.
- Collated comment sheets in each submittal file.
- Weekly submittal status reports.
- 20 submittal review comment reports. Assume six (6) hours per submittal.

603 Requests for Information (RFI) Control

The Consultant shall implement, manage and maintain a Management System for RFIs from the contractor and other sources. This will include but not be limited to the following tasks:

- Develop, maintain and update RFI log.
- Assign responders based on criteria established by King County and distribute RFIs to responders.
- Provide written reminders to responders whenever an RFI response is overdue.
- Copy, distribute and track all RFIs.
- Review and respond to selected RFIs, as directed by King County. Assume one hundred fifty (150) RFI reviews.
- Provide draft RFI responses to King County for review.
- Return final RFI responses to the Contractor, with copies to the design engineer.

Potential Deliverables:

- Distribution and reviewer lists for RFIs.
- Up to date RFI tracking log.
- Weekly RFI status reports.
- One hundred fifty (150) RFI responses. Assume three (3) hours per response.

TASK 700 Change Order & Contractor Payments

701 Change Order Control

The Consultant shall implement, manage and maintain a Change Order Management System. Requests for Change Order, Requests for Change Proposal, and Notices of Differing Site Conditions will be logged and tracked, in compliance with the applicable contract terms and conditions and with the Construction Management Manual.

The Consultant shall log each item as it is generated by the Owner, permitting authority or Contractor; provide independent analysis and cost estimating; review the Cost Proposal submitted by the contractor; perform schedule impact analysis; participate in negotiating Change Proposals with the contractor; and provide backup documentation for County files per the CM procedures. As needed, the CM consultant will provide schedule analysis and reviews associated with proposed changes.

As appropriate, Change Proposals will be grouped together into Change Orders to be executed by the Contractor and County. The Consultant will provide services as defined in the CM Procedures Manual to ensure adequate documentation for each Change Order and maintenance of project and contract files.

The Consultant shall review all Change Proposals submitted by the Contractor to ensure the requested change issue has been clearly stated by the Contractor. If the proposed change issue is unclear, the Consultant shall contact the County on the same business day as received to request further clarification of the request.

Following the Consultant's review and as requested by King County, the Consultant shall forward selected change proposals to the design engineer and/or King County for development of a response. The Consultant shall track and review the design engineer's response to proposed changes according to the timeline established in the Construction Contract. The Consultant shall notify the County anytime change order responses are lagging and recommend action. Upon receipt of any design change drawings, calculations and supporting documentation the Consultant shall review them for clarity and completeness. If the documentation is incomplete or requires further work, the Consultant shall return the documentation within one (1) working day, with a written memo citing areas requiring further work, to the design engineer, with a copy to the County.

Assume 100 Change Proposals ranging in value from no-cost to 100,000 dollars. Assume schedule analysis is needed on 20 percent of the Change Proposals.

Potential Deliverables:

- Complete back-up documentation for 100 Change Proposals.
- Weekly log of Requests for Change Order, Requests for Change Proposal, and Notices of Differing Site Conditions and Change Order status.
- Memos tracking change order completeness or clarity issues.
- Memos tracking change order response completeness or clarity issues.

702 Contractor Progress Payment Review

The Consultant shall review work in progress monthly with the County CM staff to determine the status of work for payment purposes, to include:

- Review of the Contractor's draft pay request; request any additional documentation needed; and ensure that work status is accurately reflected in the progress payment request.
- Document review of pay request reviews and maintain files.

- A written recommendation to King County indicating the amount to be paid based on the above reviews, with indication of any irregularities or other issues to be resolved.

Potential Deliverables:

- 30 monthly payment reports, with pay application review notes, recommendations to pay, and summary of contract payment status.

703 Claims Assistance

As requested by the County, provide assistance when construction claims are anticipated.

It is assumed that the Consultant's Project Manager, document control staff, and some other staff will assist with any claims evaluation which fits within their allocated hours on the project. The Consultant shall specifically demonstrate, in advance, when this assistance is not possible to achieve during the Consultant's scheduled hours on the project, and specifically identify the number of hours by staff or experience needed to accomplish the claims evaluation.

Work under this subtask will occur only at written direction from King County.

Assume 200 hours total for a mix of scheduler, estimator, inspector, and other CM experts required for claims evaluation.

Potential Deliverables:

- Document preparation, analysis, and other claims-related deliverables.

Task 800: Inspection Services

The Consultant shall provide Civil inspection with HDD construction/design background, Civil/structural/architectural, mechanical, electrical, and instrumentation and control field inspection services on-site. Assume a total of two (2) FTEs of inspection for 20 months of active construction for the other disciplines. The Consultant shall provide technical HDD advisory services as requested.

801 Field Inspection

The Consultant shall provide field inspectors with appropriate expertise and experience to inspect all work. Field inspectors will prepare daily inspection reports in a format determined by the County. Specific data to be recorded includes, but is not limited to:

- Weather conditions.
- Workers / equipment on-site.
- Problems or issues encountered during the work.
- Any testing done and test results.
- Safety issues.
- Any shut downs or outages.
- Document any disruptions or deviations in work schedule.

Inspectors shall take photos and videos as necessary to document the work; all photos are to be labeled and logged.

Potential Deliverables:

- Daily inspection reports.
- Photos, videos and logs.

802 Off-site Inspection

As requested by the County, the Consultant shall provide off-site inspection of selected building materials and equipment for this project consistent with the inspection plan and construction specifications.

Potential Deliverables:

- Written report stating observations, test results and recommendations.

803 Special Inspections

The Consultant shall schedule, manage and obtain written reports and test results for all special inspections of work elements such as rebar, concrete, welding, air emissions, etc. Testing lab services for Owner's test and special inspection will be provided under a separate contract.

Potential Deliverables:

- Written reports documenting and interpreting test results and observations.
- Written reports recommending course of action when test results are unsatisfactory or compliance with permit conditions is in question.
- Monthly permit status report (included in monthly reports).

Task 900: Integration with Plant Operations and Maintenance

The following tasks are to ensure that plant and other King County staff have on-going access to up to date construction information, are prepared for their interactions with the construction contractor, and are prepared to assume responsibility for each component of the new construction as it is started up and turned over to them for operation. For example, up to date drawings that include equipment vendor-supplied detail and other training materials will be developed for use prior to startup for training purposes, and updated to reflect any changes made during startup, and finalized after commissioning for operating records.

Task 901 Oversight and Maintenance of Contract Documents

The Consultant shall keep a posted set of construction documents at the onsite CM office. This set shall be kept current at all times and indicating all changes to the work. The Consultant shall receive any updated electronic files from the design engineer, distribute to contractor, supply contractor and operations and maintenance staff.

The Consultant shall check the construction contractor's red-line, posted or as-built set weekly and provide a written weekly report to the contractor and the County, indicating any deficiencies. It is assumed that each field inspector will ensure that the CM set contains all changes in their assigned disciplines and will also be checking the same discipline areas on the contractor's set.

The Consultant shall also extract information from contractor's submittal drawings that provide additional detail beyond that provided in the contract drawings.

Potential Deliverables:

- Up to date posted set of construction drawings.
- Weekly inspection reports of contractors posted set.
- Overlays of vendor controls or documentation.

Task 902 Operations and Maintenance Manuals

As requested, the Consultant shall review operations and maintenance manuals submitted by the contractor, the supply contractor and other equipment vendors, and provide submittal review comments relative to conformance with contract requirements.

As requested by King County, where contractor and vendor products fall short of plant staff needs, the CM shall adapt, enhance or re-package construction contractor and vendor supplied operations and maintenance manuals to meet the needs of plant staff.

Potential Deliverables:

- Enhanced, adapted or re-packaged Operations and Maintenance Manuals.

Task 1000: Post Construction Tasks

The Consultant shall perform the following post construction tasks, as requested by King County.

Work under this task will be authorized in writing and at the sole discretion of the County's Project Representative. Written authorization shall include a specific description of the work and hours allowed to complete the work.

Work may include the following:

- Participate in and document a "Lessons Learned" session with design consultant, construction contractor, and King County staff.

Assume 50 hours for this effort.

Potential Deliverables:

- Prepare and distribute the meeting minutes.

Anticipated Project Schedule

Notice to Proceed on this Consultant contract:	February 2007
Notice to Proceed on construction contract:	
Force Main	January 2008
Pump Station	February 2008
Substantial completion on construction contract:	
Force Main	March 2008
Pump Station	March 2009
Closeout of this consulting contract:	April 2009

Reference Documents

The following documents are available for review in hard copy only at the Brightwater Project office located at 22509 State Route 9 Southeast, Woodinville, WA. Check in at the receptionist desk and ask for the records counter. Hours are Monday through Friday, 8:30 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m. Documents available for review are:

- 90% construction documents for the Force Main.
- 60% construction document for the Pump Station.
- King County Wastewater Treatment Division Construction Management Manual.

ATTACHMENT 2 - STATEMENT OF QUALIFICATIONS FORM

STATEMENT OF QUALIFICATIONS CERTIFICATION

The undersigned is authorized to execute this certification on behalf of the Proposer and certifies on the Proposer's behalf that, to the best of its knowledge, the information presented in this Statement of Qualifications is a statement of facts and that the Proposer has the financial capability to perform the work which is the subject of this solicitation. The Proposer further certifies that it knows of no personal and/or organizational conflicts of interest prohibited under federal, state and local law.

The Proposer certifies that Proposal is submitted in accordance with this solicitation and all issued addenda, and that the Proposer agrees to be bound by the same.

The Proposer's Small Economically Disadvantaged Business (SEDB) utilization as set forth in the submittal constitutes the Proposer's commitment, if awarded this contract by the County, to use certified and qualified SEDBs.

The Proposer designates

(name)

(title)

(phone number)

as the person charged with carrying out and reporting the Proposer's voluntary efforts to use SEDBs.

The Proposer affirms that it has elected to participate in the voluntary efforts set forth in the solicitation for this contract to provide SEDBs equitable opportunity to participate in the performance of the work, and that all documentation included herein is true and correct.

Proposer _____

Signature _____

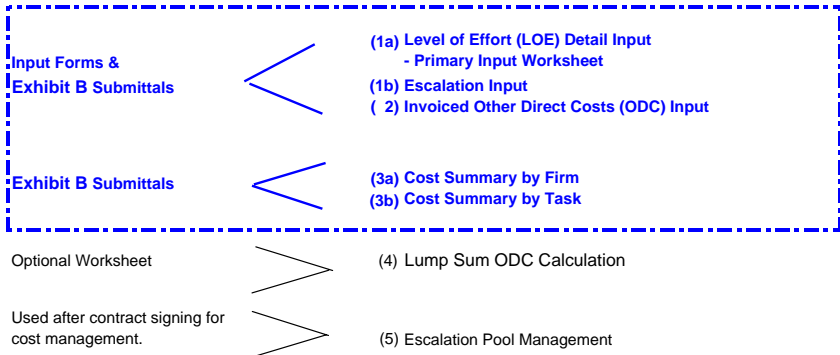
Title _____

Date _____

ATTACHMENT 3 - WORKPLAN / LOE & PROJECT SCHEDULE

A&E and PROFESSIONAL SERVICES LEVEL OF EFFORT SUBMITTALS & REVIEWS

MAY CONTAIN UP TO SEVEN (7) WORKSHEETS:



To use Workbook, **enable macros using Tools/Macros/Security/Medium.**
The macros (to add, delete, hide, etc.) are in the **KC Menu in left corner of each spreadsheet.**

Keep this Workbook intact.

Copying a single worksheet to a different workbook will eliminate the embedded references and formulas.

Do not use the words "total" or "subtotal" in any entry.

Colored cells are for input of data.

These cells are not to be used.

White cells contain formulas to total data; do not enter data into the white cells.

Only enter information related to this RFP. contract or amendment.

If you have questions or comments about this Workbook,
call the Procurement & Contracts Services Section (PCSS) at **206-684-2024.**

CONTRACTING PROCESS

The Excel LOE Review Workbook is used from the Request for Proposals (RFP) process through the contracting and amendment negotiation processes.

During the RFP process:

The Level of Effort (LOE) Detail Input Worksheet is included in the RFP document; however, for A&E contracts, cost information can not be requested until a Notice of Selection is issued. In all RFPs for Architectural & Engineering (A&E) services, the cells pertaining to cost should be "hidden". For professional services contracts only, cost information may be requested as a part of the RFP process.

The **Consultant provides the labor data** on the Exhibit B - LOE Detail Input worksheet provided in the RFP packet.

At initiation of negotiations:

- (1) The **Consultant provides cost information**, specific to the work being negotiated using the following worksheets in this Workbook:
 - (a) the LOE Detail - Primary Input Worksheet;
 - (b) the ODC Detail Worksheet; and,
 - (c) the Cost Summary by Firm worksheet.If the contract's duration is greater than 12 months, the Consultant also provides data on the Multi-year Labor Escalation Worksheet.
- (2) The Project Representative (PR):
 - (a) begins negotiating SOW, LOE (budget) & schedule with the Consultant; and,
 - (d) sends the following information to the Contract Specialist:
 - an electronic copy of the Excel LOE Review Workbooks;
 - an electronic copy of the Scope of Work (SOW) document
 - a copy of the schedule.If the total price of the contract is over \$2 million, the PR also sends the information to the Department of Finance Project Control Officer (PCO).
- (c) If this is a contract amendment, it is recommended that the PR complete the Project's Financial Overview Worksheet and send it to the PCO.
- (3) The PCO:
 - (a) reviews, analyzes, comments & makes recommendations re SOW, LOE (budget) & schedule.
 - (b) returns the LOE Review Workbooks to the PR.

During the iterative negotiation process:

- (4) The PR negotiates with the Consultant & works with the Contract Specialist and/or PCO, on the SOW, schedule and LOE (budget).
- (5) Any issues with the SOW or LOE (budget) should be resolved between the PR & the Contract Specialist and/or PCO.
- (6) The PR sends to the Contract Specialist and the PCO an electronic copy of the final:
 - (a) Exhibit A (the SOW),
 - (b) Exhibit B (the Cost Summary & Worksheets)
 - (c) Exhibit C (the schedule), and
 - (d) the Contract Authorization Memo; and/or
 - (e) the Amendment Justification Form.

Project Title:Construction Management for Bellevue Pump Station Upgrade

Contract #:P00016P06

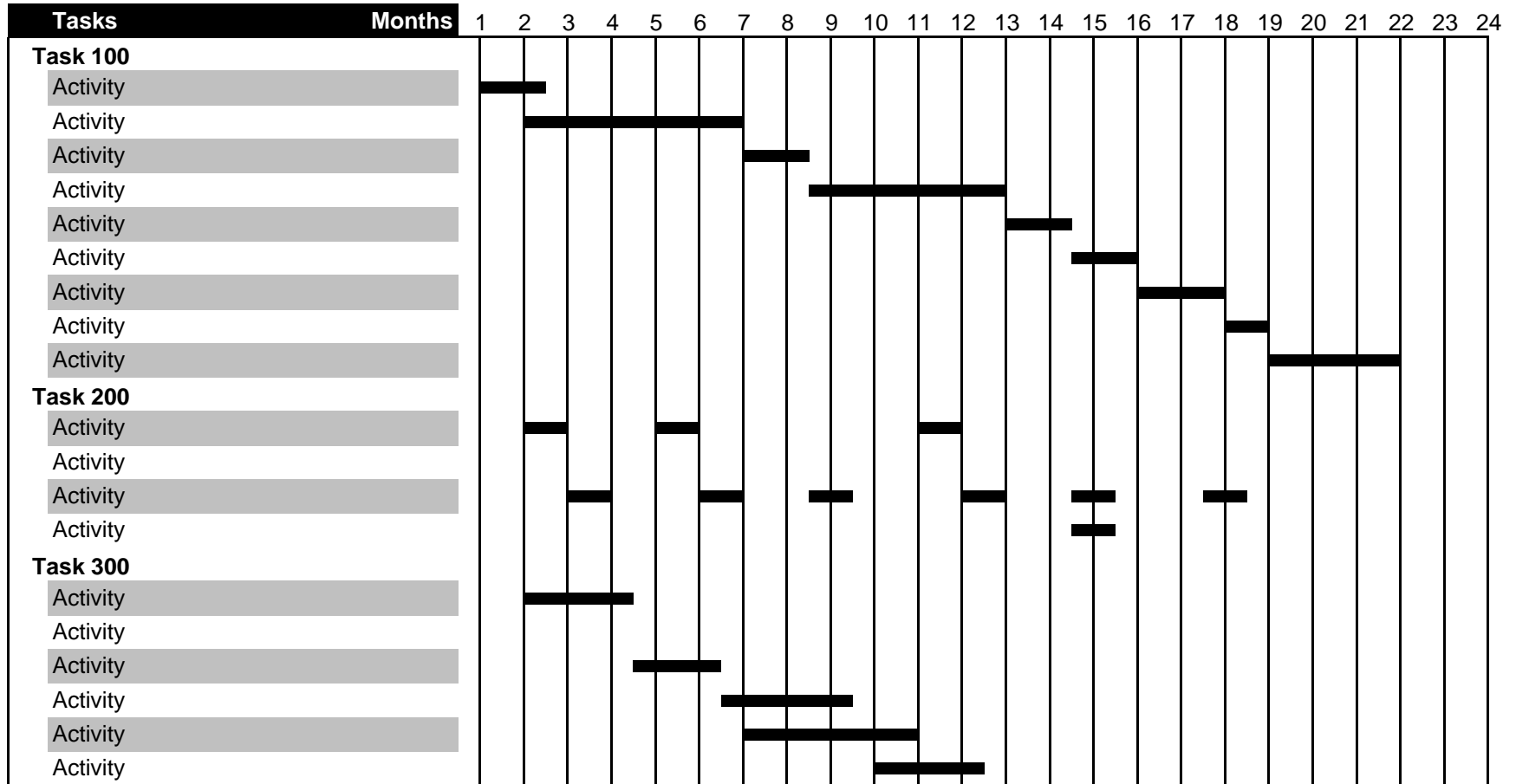
Amendment #:

Indicate, at the end of the firm's name - on row 5, if the firm is a (M)inority Business Enterprise, (W)omens Business Enterprise, (S)mall Economically Disadvantaged Business Enterprise, or a (D)isadvantaged Business Enterprise

PHASES / TASKS / SUBTASKS			FIRMS & STAFF			PRIME'S Name										SUB #1's Name								SUB #2's Name						SUB #3's Name																
Phase or Task #	Task or Subtask #	PHASES / TASKS / SUBTASKS TITLES	% of Total Labor Hours	Total Direct Labor Cost & Indirect Cost by Task	Total Hours All Firms	Prime's Total Labor Hours	Prime's Direct Labor Cost	Prime's Total Labor Cost	Name (professional staff only)	Prq. Mgr.	Title	Title	Title	Title	Title	SUB #1's Total Labor Hours	Sub #1's Direct Labor Cost	SUB #1's Total Labor Cost	Name (professional staff only)	Title	Title	Title	Title	Title	Title	Title	SUB #2's Total Labor Hours	Sub #2's Direct Labor Cost	SUB #2's Total Labor Cost	Name (professional staff only)	Title	Title	Title	Title	Title	SUB #3's Total Labor Hours	Sub #3's Direct Labor Cost	SUB #3's Total Labor Cost	Name (professional staff only)	Title	Title	Title	Title	Title	Title	
100 PROJECT MANAGEMENT																																														
	101, 102, 103, 104, 105	Project Management Plan, Monthly Progress Reporting, Construction Management Team Meetings, Safety Program, Quality Assurance	0%	\$0.00	0	0	\$0.00	\$0.00								0	\$0.00	\$0.00									0	\$0.00	\$0.00							0	\$0.00	\$0.00								
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200 CONSTRUCTION MANAGEMENT PLAN																																														
	200	Construction Management Plan	0%	\$0.00	0	0	\$0.00	\$0.00								0	\$0.00	\$0.00									0	\$0.00	\$0.00							0	\$0.00	\$0.00								
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300 PROJECT CONTROLS - SCHEDULING																																														
	301, 302, 303	Baseline Schedule Review, As-Built Schedule and Progress Payment Reviews, Integrated Master Project Schedule	0%	\$0.00	0	0	\$0.00	\$0.00								0	\$0.00	\$0.00									0	\$0.00	\$0.00							0	\$0.00	\$0.00								
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400 PROJECT CONTROLS - COST CONTROL AND COST ESTIMATING																																														
	400	Project Controls - Cost Control and Cost Estimating	0%	\$0.00	0	0	\$0.00	\$0.00								0	\$0.00	\$0.00									0	\$0.00	\$0.00							0	\$0.00	\$0.00								
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500 INFORMATION MANAGEMENT AND DOCUMENT CONTROL																																														
	501, 502	Develop Document Management System; Document Tracking and Management	0%	\$0.00	0	0	\$0.00	\$0.00								0	\$0.00	\$0.00									0	\$0.00	\$0.00							0	\$0.00	\$0.00								
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600 CONSTRUCTION MANAGEMENT ADMINISTRATION																																														
	601, 602, 603	Pre-Construction Meetings; Submittal Control; Requests for Information Control	0%	\$0.00	0	0	\$0.00	\$0.00								0	\$0.00	\$0.00									0	\$0.00	\$0.00							0	\$0.00	\$0.00								
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700 CHANGE ORDER AND CONTRACTOR PAYMENTS																																														
	701, 702, 703	Change Order Control; Contractor Progress Payment Review; Claims Assistance	0%	\$0.00	0	0	\$0.00	\$0.00								0	\$0.00	\$0.00									0	\$0.00	\$0.00							0	\$0.00	\$0.00								
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800 INSPECTION SERVICES																																														
	801, 802, 803	Field Inspection; Off-Site Inspection; Special Inspections	0%	\$0.00	0	0	\$0.00	\$0.00								0	\$0.00	\$0.00									0	\$0.00	\$0.00							0	\$0.00	\$0.00								
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900 INTEGRATION WITH PLANT OPERATIONS AND MAINTENANCE																																														
	901, 902	Overnight and Maintenance of Contract Documents; Operations and Maintenance Manuals	0%	\$0.00	0	0	\$0.00	\$0.00								0	\$0.00	\$0.00									0	\$0.00	\$0.00							0	\$0.00	\$0.00								
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TOTAL			0%	\$0.00	0	0	\$0.00	\$0.00	0	0	0	0	0	0	0	0	\$0.00	\$0.00	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	0	0	0	0	0	0	0	\$0.00	\$0.00	0	0	0	0	0	0	0	0
Reflects total hours. Does not reflect the Total Price.																																														

Direct Labor Rate	Direct Labor Rate Per Hour									Direct Labor Rate Per Hour									Direct Labor Rate Per Hour									Direct Labor Rate Per Hour								
Overhead Rate	Overhead Rate		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Overhead Rate		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Overhead Rate		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Overhead Rate		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Rate Per Hour	Total Rate Per Hour									Total Rate Per Hour									Total Rate Per Hour									Total Rate Per Hour								
Total Labor Cost	Total Labor Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Total Labor Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Total Labor Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Total Labor Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Labor Cost	Total Direct Labor Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Total Direct Labor Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Total Direct Labor Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Total Direct Labor Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fee Percentage	Fixed Fee %								Fee %						Fee %						Fee %															

Example Project Schedule



ATTACHMENT 4 - NOT USED

ATTACHMENT 5 - NON-DISCRIMINATION AND CONSULTANT DISCLOSURE FORMS

There are no Attachment 5 forms that must be provided with the Submittal.

Additional non-discrimination and disclosure forms will need to be provided by the selected Consultant prior to Contract execution. Please contact the Contract Specialist for this RFP if you have any questions about Contract execution forms.

Current versions of all forms are available for review and download at:

<http://www.metrokc.gov/procurement/forms/consultants.aspx>